

**AGREEMENT
for
PROFESSIONAL ENGINEERING SERVICES**

This PROFESSIONAL ENGINEERING SERVICES AGREEMENT (hereinafter referred to as the Agreement), is made this ____th day of September 2020, by and between the Village of Westmont, an Illinois municipal corporation, organized and existing under the laws of the State of Illinois (hereinafter referred to as VILLAGE), and EZA Engineering PLLC, an Illinois professional limited liability company that provides professional engineering services (hereinafter referred to as ENGINEER)(the VILLAGE and ENGINEER may be individually referred to herein as a "Party" and collectively referred to herein as the "Parties").

WHEREAS, the VILLAGE and ENGINEER desire to enter into a business relationship subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the VILLAGE and ENGINEER are duly authorized and capable of entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, representations, and obligations set forth herein this Agreement, VILLAGE and ENGINEER agree as follows:

SECTION 1 – PROFESSIONAL SERVICES OF ENGINEER

1.1 The VILLAGE, does hereby retain the ENGINEER as a non-exclusive professional engineer consultant to perform professional engineering services ("Services") generally associated with engineering, stormwater, and land development requirements as regulated by the Village of Westmont Code of Ordinances and the DuPage County Countywide Stormwater and Flood Plain Ordinance (hereinafter referred to as ORDINANCE). ENGINEER shall have the title/designation of "Acting Village Engineer – Community Development Department." ENGINEER shall also have the title/designation of "Stormwater Administrator" for the VILLAGE. ENGINEER may use such titles/designations, as appropriate, when signing documents and correspondence and when communicating with third parties. The Village has retained a separate professional engineer to serve as "Acting Village Engineer – Public Works Department" who shall perform different professional engineering services for the VILLAGE than ENGINEER is providing under this Agreement. However, it is the intention of the Parties that ENGINEER and the "Acting Engineer – Public Works Department", upon direction of the VILLAGE, will perform the services of one another under the following circumstances: (a) in the absence of the other engineer, (b) due to the temporary inability of the other engineer to perform such services, or (c) to cover overflow work issues. Said Services can be categorized under the following tasks and a detailed description of each task is provided in EXHIBIT A.

1.1.1 Stormwater Administrator Services

1.1.2 Planning and Zoning Commission (PZC) Engineering Services

1.1.3 General Engineering Services – Community Development Department

1.1.4 General Engineering Services – Public Works Department (in a backup or overflow capacity)

1.1.5 Additional Engineering Services as may be requested by the VILLAGE

1.2 All Services shall be performed by or under the direction of a professional engineer licensed in the State of Illinois.

1.3 Subconsultants. From time to time, ENGINEER may provide Services through use of a subconsultant. ENGINEER shall obtain written authorization from Village staff for each subconsultant the ENGINEER proposes to use. All work performed by subconsultants shall be under the direction of a professional engineer licensed in the State of Illinois. The use of an approved subconsultant by ENGINEER shall not affect the compensation due to ENGINEER set for in Section 3 of this Agreement.

1.4 Changes. VILLAGE shall have the right to make changes to the scope of Services upon execution of a mutually acceptable amendment to the Agreement signed by authorized representatives from each party. Appropriate compensation for the change shall accompany any executed change. The VILLAGE shall have the right to remove one or more items from the scope of Services upon written direction to ENGINEER, and such removal of Services shall not require an executed amendment to this Agreement.

1.5 Non-Compete. ENGINEER represents that neither it, nor any of its owners, officers or employees, are subject to a covenant not to compete that may or would prohibit or hinder ENGINEER, its owners, officer or employees from performing the Services under this Agreement.

SECTION 2 – RESPONSIBILITIES OF VILLAGE

2.1 VILLAGE shall provide ENGINEER with any available historical information or other information relevant to a given development on a timely basis upon request by ENGINEER.

2.2 Property Access. VILLAGE shall provide safe and reasonable physical access to public property and shall make reasonable efforts to obtain access to private properties, to the extent permitted by law, if said property is subject to a Service referenced in EXHIBIT A to this Agreement.

2.3 Software. VILLAGE shall install permitting software on one (1) computer and one (1) portable tablet provided by ENGINEER in order to perform and complete review and inspection Services as directed by Village staff. ENGINEER shall comply with all terms of the software license for this software to which the VILLAGE is bound and shall not reproduce, share, reengineer or otherwise alter this software.

SECTION 3 – COMPENSATION

3.1 ENGINEER shall be compensated on a flat fee and hourly rate basis as defined in EXHIBIT B and EXHIBIT C to this Agreement. ENGINEER shall not bill the VILLAGE at the Principal Engineer's hourly rate for work performed by a non-professional engineer staff members or by non-professional engineer subconsultants. Should the ENGINEER wish to bill the VILLAGE for Services performed by non-professional engineers, ENGINEER shall submit an amendment to this Agreement for the VILLAGE to consider.

3.2 Invoices shall be submitted to the VILLAGE in the ENGINEER's standard format on a monthly basis. ENGINEER shall provide additional documentation with each invoice to assist the VILLAGE in managing permit and planning escrow accounts. ENGINEER shall not issue invoices for hourly Services that were rendered more than sixty (60) days prior, and ENGINEER shall not issue invoices for flat fee projects that were completed more than sixty (60) days prior.

3.3 Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1, *et seq.*). It is understood that the VILLAGE is solely responsible for making payments to the ENGINEER and shall not rely upon lack of funds from a third party as reason to withhold payment to the ENGINEER. VILLAGE shall advise ENGINEER in writing for any disputed portions on any invoice.

SECTION 4 – GENERAL CONSIDERATIONS

4.1 Performance Standards. ENGINEER shall perform the Services described in EXHIBIT A to this Agreement and as otherwise described in this Agreement in accordance with generally accepted engineering standards and practices in the State of Illinois and further, ENGINEER represents that it is technically qualified, trained, and experienced to perform such Services. The VILLAGE will be relying upon the professional expertise of ENGINEER regarding all Services provided under this Agreement by ENGINEER, and the VILLAGE shall have no independent obligation to verify the accuracy or completeness of ENGINEER's work or Services furnished pursuant to this Agreement. Should ENGINEER fail to meet the foregoing performance standard, the VILLAGE shall notify the ENGINEER in writing within two years and ENGINEER shall diligently and immediately rectify the error(s) and/or omission(s) at its own cost. Should the ENGINEER fail to rectify the error(s) and/or omission(s), and the VILLAGE is required to correct such error(s) and omission(s), the ENGINEER shall be responsible to the VILLAGE for all reasonable costs incurred by the VILLAGE to make said corrections. No warranty, expressed or implied, is included in this Agreement or in any review letter or opinion provided under this Agreement.

4.2 Insurance. For the duration of this Agreement, ENGINEER will procure and maintain the following minimum insurance coverages for itself and for any subcontractors employed by the ENGINEER:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Employers' Liability	\$500,000 Each Accident
<u>Commercial General Liability:</u>	
Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
<u>Automobile Liability:</u>	
Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Professional Liability	\$1,000,000 Per Claim

Umbrella Liability

No less than \$3,000,000 but not more than \$5,000,000 Aggregate for all coverages excluding Workers' Compensation

ENGINEER will include the VILLAGE, its officers, employees, and agents as additional insured on any of the policies above and will provide to the VILLAGE a certificate of insurance as evidence of the specified insurance.

4.3 Termination.

4.3.1 The VILLAGE or ENGINEER may terminate this Agreement, without cause, by providing no less than sixty (60) days written notice to the other Party, unless the Parties mutually agree to a shorter period. The VILLAGE or ENGINEER may terminate this Agreement by providing no less than fourteen (14) days written notice to the other Party due to a substantial failure of the other Party to perform one or more material terms of this Agreement, provided the other Party fails to cure the substantial failure within said fourteen (14) day period. If so terminated, the VILLAGE shall pay the ENGINEER all amounts due for all Services properly rendered and expenses incurred to the effective date of termination. Upon termination, ENGINEER shall provide copies of all final work product and all work product in process to the VILLAGE.

4.3.2 In the event of early termination by the VILLAGE and through no fault of the ENGINEER, the VILLAGE shall reimburse the ENGINEER to recover all reasonable costs and expenses incurred to the date of written termination.

4.3.3 In the event of early termination by the ENGINEER and through no fault of the VILLAGE, the ENGINEER shall reimburse the VILLAGE to recover all reasonable costs and expenses incurred to complete any incomplete assignments (such as an ongoing permit review) to the ENGINEER at the time of written termination.

4.4 Disputes. Upon the occurrence of a dispute between the VILLAGE and the ENGINEER, both parties shall hold a meeting to remediate the dispute. If the dispute results in litigation, the prevailing party shall be entitled to recover all reasonable costs of the litigation including court costs, attorney fees, and other related expenses. This Agreement shall be governed by the laws of the State of Illinois, and the venue for any litigation between the Parties shall be the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois.

4.5 Rights and Benefits. Professional engineering Services provided by the ENGINEER shall be performed for the sole benefit of the VILLAGE and not for any other party.

4.6 Notice. Any Notice provided to either party under the terms of this Agreement shall be in writing and addressed to the following:

VILLAGE
Community Development Director
Village of Westmont

ENGINEER
James Patterson, P.E.
EZA Engineering PLLC

31 West Quincy Street
Westmont, Illinois 60559

318 West Half Day Road, #253
Buffalo Grove, Illinois 60089

4.7 Entire Agreement. This Agreement contains the entire agreement between the VILLAGE and the ENGINEER. All other or previous correspondence shall not be construed as part of this Agreement and the terms and Services described herein shall not superseded this Agreement.

4.8 Ownership of work. All final work product of ENGINEER produced for the VILLAGE pursuant to this Agreement shall be the property of the VILLAGE. In the event that ENGINEER has access and use of the VILLAGE's Google Drive to create documents and store files, all such final documents and files on the VILLAGE's Google Drive produced, prepared or uploaded by ENGINEER shall be the property of the VILLAGE.

4.9 COVID-19 Policies. At all times that this Agreement is in effect, and due to the fact that ENGINEER will have occasions to perform Services at VILLAGE facilities or otherwise in the presence of VILLAGE employees, officials and agents, ENGINEER agrees to strictly follow the following policies of the VILLAGE related to COVID-19:

- A. Mandatory Face Covering Memo (4/30/20), as amended from time to time.
- B. COVID-19 Positive Test from Employee Memo (8/28/20), as amended from time to time.
- C. Protocol for Employee in Close Contact with a Positive COVID-19 Case (8/28/20), as amended from time to time.

Copies of these policies are collectively attached hereto as Exhibit D and incorporated herein.

4.10 Independent Contractor. ENGINEER acknowledges that all Services provided to the VILLAGE under this Agreement shall be those of an independent contractor, and this Agreement shall not be construed to create a partnership, joint venture or employment relationship. ENGINEER shall be responsible for making all required deductions, contributions and payments to and for its employees. ENGINEER shall be responsible for controlling the work, hours and methods of work of its employees, agents and contractors under its direction. ENGINEER shall not be entitled to any insurance or other employee benefits from the VILLAGE. ENGINEER shall have no authority to bind the VILLAGE to any agreement, contract or obligation unless expressly consented to in advance by the VILLAGE.

4.11 Confidential Information. In the scope of performing Services under this Agreement, ENGINEER or its agents and contractors may come into possession of or receive knowledge or information regarding confidential information of the VILLAGE or third parties seeking engineering and development approvals from the VILLAGE. Such confidential information may include, but is not limited to, architectural plans, engineering plans, processes, formulae, customer lists, marketing information, financial information, legal information, and business practices, whether protected by intellectual property rights or not, which the disclosing party considers confidential, whether or not specifically identified as such. ENGINEER agrees to treat and maintain such confidential information in

confidence, shall protect it with the same degree of care which it uses to protect its own confidential information (which shall not be less than reasonable care), shall not disclose it to any third party and shall use it for the sole purpose of performing under this Agreement. For purposes of this Agreement, confidential information shall not include any information which (a) is in the public domain at the time of disclosure or enters the public domain following disclosure through no fault of ENGINEER; (b) ENGINEER can demonstrate was already in its possession prior to disclosure hereunder or is subsequently disclosed to ENGINEER with no obligation of confidentiality by a third party having the right to disclose it; or (c) is independently developed by ENGINEER without reference to the disclosing party's confidential information. ENGINEER may disclose such confidential information upon the order of any court of competent jurisdiction or as otherwise required by law or legal process, provided that prior to such disclosure ENGINEER shall inform the disclosing party of such order if permitted by law, in order to provide the disclosing party with an opportunity to contest such order or to seek such other protective action as the disclosing party may elect. ENGINEER's indemnification of the VILLAGE under this Agreement shall include indemnification for damages for any breach of this provision by ENGINEER, including the unauthorized use of any third party's protected intellectual property rights.

IN WITNESS WHEREOF, the VILLAGE and ENGINEER hereto have executed this Agreement as of the day and year first above written.

ENGINEER

Company: EZA Engineering PLLC

By: _____

Name: James Patterson, P.E.

Title: President

VILLAGE

Village of Westmont, Illinois

By: _____

Name: Ronald J. Gunter

Title: Mayor

EXHIBIT A

PROFESSIONAL ENGINEERING SERVICES

On December 3, 2002, the Village of Westmont (hereinafter referred to as VILLAGE) was granted partial-waiver status by the DuPage County Stormwater Management Committee regarding the administration of the DuPage County Countywide Stormwater and Flood Plain Ordinance (DCSFPO). As a partial-waiver community, the VILLAGE is obligated to only issue permits that meet the minimum requirements of the DCSFPO. For permits with a Special Management Area (SMA) (floodway, floodplain, wetlands, etc.), the DuPage County Environmental Division shall be consulted for review and approval of said SMA. In order to meet the requirements of the partial-waiver status, the VILLAGE has elected to engage the services of an ENGINEER.

ENGINEER'S SCOPE OF SERVICES

Task 1 – Stormwater Administrator Services

- A. Serve as Stormwater Administrator (as defined in DCSFPO) on behalf of the VILLAGE. The VILLAGE may list James Patterson, P.E. c/o EZA Engineering LLC as the Stormwater Administrator for the VILLAGE, if so desired. Stormwater Administrator responsibilities may include, but are not limited to:
 1. As requested, meet with developers, builders, residents, consultants, and/or County staff.
 2. Perform reviews of Community Development permit submittals assigned by Village of Westmont Community Development staff.
 3. Conduct site visits and/or desktop evaluations for each site for which a permit is sought to determine whether the documents submitted by the applicant are accurate and whether the proposed work will affect an SMA or not. Should the proposed work appear to affect an SMA, ENGINEER is to notify County staff and request a site evaluation with respect to the suspected SMA.
 4. Permit reviews for single-family residential or lot split permits shall be typically completed within one (1) to two (2) weeks. Permit reviews for commercial projects or subdivision shall be typically completed within two (2) to three (3) weeks. ENGINEER may request an extension in time where the volume of permit applications in progress at one time is large and the VILLAGE shall not unreasonably deny such a request under those circumstances. Permit reviews shall provide an itemization of any discrepancies, errors, or omissions found with regard to the permitting requirements of the DCSFPO and/or the VILLAGE. If no discrepancies, errors, or omissions are found, a certification letter shall be submitted stating the permit is in substantial compliance with said permitting requirements, along with an accounting of all charges associated with the completed review. The certification letter shall include a summary of all documents reviewed for such permit.
 5. Provide performance security requirements for applicable permits.
 6. Administer fee-in-lieu programs as directed by Village staff.
 7. Conduct engineering inspections as required through the construction of Community Development permits and Stormwater Management Certifications. Such inspections include erosion control, spot survey, storm sewer, PCBMP, detention, flatwork, and as-

built verification inspections, among others. From time to time, responsibilities include checking construction sites for Village compliance with the ORDINANCE.

8. Attend DuPage County Municipal Engineers Group (MEG) meetings as directed by Village staff.

Task 2 – Planning & Zoning Commission (PZC) Engineering Services

- A. As requested, meet with developers and their design professionals to discuss preliminary engineering requirements and key engineering issues.
- B. Perform preliminary engineering reviews of PZC submittals. Reviews typically may include stormwater and traffic impacts as well as subdivision plat reviews.
- C. Attend PZC meetings as directed by Village staff

Task 3 – General Engineering Services – Community Development Department

- A. Provide in-house engineering services to the Community Development Department. ENGINEER will be available to provide in-house engineering services a minimum of two (2) days per week, as requested by the VILLAGE, but is subject to change depending on the VILLAGE's needs or other uncontrolled events, such as a worldwide pandemic. Such services may include:
 1. Provide Village staff with answers to engineering questions as is necessary.
 2. Answer engineering-related phone calls and respond to engineering questions at the front window.
 3. Provide floodplain map information and answer floodplain-related questions as needed.
 4. Respond to and resolve drainage complaints from residents and for commercial properties as directed by Village staff.
 5. Attend Village Board meetings as directed by Village staff.
 6. ENGINEER will sign and seal documents as the "Village Engineer" from time to time.

Task 4 – General Engineering Services – Public Works Department

- A. Provide general engineering services to the Public Works Department as requested. Services include general consulting, review services, and inspection services and shall not be prioritized over Tasks 1, 2 and 3 without consent from the Community Development Department. Fees for said services shall be separated from Community Development fees on all invoices.

Task 5 – Additional Engineering Services

- A. From time to time, the VILLAGE may require engineering services for a specific project or task. ENGINEER will meet with Village staff to discuss project scope, schedule, deliverables, and fee.

RESPONSIBILITIES OF VILLAGE

From time to time, the VILLAGE may revise and refine the process for the services described above in Tasks 1-4. ENGINEER is encouraged to recommend changes that may be beneficial to the VILLAGE and the process. VILLAGE will provide copies of PZC and permit submittals for review. VILLAGE will assist ENGINEER regarding interpretation of the DCSFPO and Village requirements. VILLAGE will assist ENGINEER in gaining field access to project sites and affected areas as required to complete permit reviews and inspections.

EXHIBIT B

SCHEDULE OF ENGINEER'S HOURLY BILLING RATES FOR PROFESSIONAL SERVICES

<u>Staff</u>	<u>Rate</u>
Principal Engineer	\$150.00 per hour

Notes

1. Subcontractors shall be billed out at the lesser of a rate of \$150.00 per hour or the subcontractor rate + 5%, unless agreed upon in writing prior to the work being completed.
2. Outside costs incurred by ENGINEER for services such as printing, messenger, or delivery services, shall be reimbursed by the VILLAGE at a rate of cost + 5%.
3. The rates above are effective for services through December 31, 2021 and are subject to revision thereafter.

EXHIBIT C

SCHEDULE OF ENGINEER'S FLAT RATE AND HOURLY RATE COSTS FOR PROFESSIONAL ENGINEERING SERVICES

Services	Cost
SFR Engineering Plan Review	\$800.00
Subsequent SFR Engineering Plan Reviews	Hourly Rate
Commercial/Subdivision Engineering Review	Hourly Rate
PZC Preliminary Engineering/Plat Review	Hourly Rate
Miscellaneous Engineering Review	Hourly Rate
SFR Preconstruction-Erosion Control Inspection	\$225.00
Re-inspection	\$150.00
Commercial Preconstruction-Erosion Control Inspection	\$250.00
Re-inspection	\$150.00
SFR Spot Survey Review	\$200.00
Re-review	\$100.00
Commercial Spot Survey Review	\$225.00
Re-review	\$125.00
SFR Underground Inspection	\$225.00
Re-inspection	\$150.00
Commercial Underground Inspection	\$350.00
Re-inspection	\$275.00
SFR Flatwork (Pre-pour or Base Course) Inspection	\$225.00
Re-inspection	\$150.00
Commercial (Pre-pour or Base Course) Inspection	\$300.00
Re-inspection	\$200.00
SFR Grading (Rough or Final) Inspection	\$225.00
Re-inspection	\$150.00
Commercial (Rough or Final) Inspection	\$300.00
Re-inspection	\$200.00
SFR Final Engineering Inspection	\$250.00
Re-inspection	\$175.00
Commercial Final Engineering Inspection	Hourly Rate
Re-inspection	\$400.00
General Engineering Services	Hourly Rate

Note: SFR = Single Family Residence
PZC = Planning and Zoning Commission

EXHIBIT D

VILLAGE COVID-19 POLICIES



ADMINISTRATION

31 West Quincy Street, Westmont, Illinois 60559

Tel: 630-981-6210 Fax: 630-560-4885
westmont.illinois.gov | administration@westmont.il.gov

TO: Non-Emergency Responder Personnel
FROM: Stephen May, Village Manager
DATE: April 30, 2020
SUBJECT: Updated Illinois Stay-at-Home Executive Order - Mandatory Face Coverings

As you may be aware, Governor Pritzker has declared that he intends to sign an extension of the current Stay-at-Home Order with some modifications, including the requirement that individuals who are able to medically tolerate a face covering wear one when in a public place and unable to maintain the required six foot social distance. Although the official order has not yet been signed, current guidance indicates that this mandatory face covering requirement also applies to work environments regardless of whether or not there is public access.

While the Village believes that staff will be able to maintain the required social distancing minimum of six feet, there may be limited circumstances where this is not possible. In those instances, employees will be required to cover their nose and mouth with a face covering in compliance with the updated Stay-at-Home Order. Employees may choose to wear the face coverings made available by the Village or their own face covering, provided it does not present a safety hazard, such as the potential to get caught in equipment or moving parts, obstruct vision or impair the ability to breathe. Once the social distancing requirement is able to be observed, the employee may remove the face covering. This does not preclude employees from choosing to wear a voluntary face covering at work at any time as long as proper safety and hygiene practices are followed.

(NOTE: Emergency responders and other departments with established protocol for personal protective equipment (PPE) will continue to follow established department requirements provided they are compliant with the Executive Order; otherwise, the provisions of this policy will apply.)

While we await further clarification from the Governor on the modified Stay-at-Home Order and associated provisions, the following protocols will apply to face coverings whether wearing one voluntarily or in compliance with the modified Stay-at-Home Order:

1. It is important to ensure that a hazard is not being created by wearing the mask.
 - a. If there is uncertainty about the safety of face coverings, please reference the attached CDC - COVID-19 Face Coverings Factsheet and/or contact your Department Head or Human Resources.
2. Follow appropriate procedures for wearing and disposing of single use masks and cleaning cloth or reusable face coverings as it is imperative that face coverings are clean and sanitary.
 - a. Please refer to the attached WHO - How to Use and Dispose of a Mask document as well as the aforementioned CDC - COVID-19 Face Coverings Factsheet for proper techniques.

For reference, we are again including written information from OSHA about wearing face coverings at work (see attachment - OSHA - Appendix D.....).



ADMINISTRATION

31 West Quincy Street, Westmont, Illinois 60559

Tel: 630-981-6210 Fax: 630-560-4885
westmont.ilinois.gov | administration@westmont.il.gov

TO: Department Heads

FROM: Stephen May, Village Manager 

DATE: August 28, 2020

SUBJECT: Employees In Close Contact with a Positive COVID-19 Case - **UPDATED**

The purpose of this communication is to provide guidance for situations where a Village employee has been in close contact with an individual who has tested positive for COVID-19 and replaces the memo dated July 24, 2020. These procedures apply whether the employee has been identified as a close contact within the workplace or outside of the workplace.

Confidentiality:

The identity of close contact(s) must be kept confidential in keeping with applicable laws and privacy requirements.

Definitions (based on CDC guidance):

- **Close contact** is someone who was within 6 feet of a person with COVID-19 for a total of 15 minutes, starting from 48 hours before onset of symptoms for symptomatic or date of test for asymptomatic until the time of isolation or self-quarantine, regardless of whether or not they were wearing a mask. *(NOTE: This does not apply to Emergency Responders who were wearing proper PPE at the time of exposure.)*
- **Self-quarantine** means staying home, monitoring for symptoms of COVID-19 and maintaining social distancing (*at least 6 feet*) from others at all times.
- **Symptoms of COVID-19** include fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting and diarrhea.

Employee Notification of Close Contact:

- **If exposure occurred in the workplace.** Human Resources will contact any employees reported as close contacts of their possible exposure to COVID-19 in the workplace, while maintaining confidentiality as required by the Americans with Disabilities Act (ADA) and other privacy requirements, and will initiate protocol.
- **If exposure occurred outside of the workplace,** the employee is responsible for reporting their close contact status to their supervisor/department head right away. Then, the supervisor/department head should immediately report it to Human Resources.
(NOTE: If the department head is not immediately available, the supervisor should contact HR and then ensure the department head is notified as soon as possible. After notification, HR will initiate protocol.)

Procedures for an Employee Identified as a Close Contact:

- Human Resources will contact the employee to:
 - Check on their general health and wellbeing;
 - Advise them of the self-quarantine requirements (see **Definitions** section above for self-quarantine requirements);

- Employees who came in close contact and **HAVE NOT** tested positive for COVID-19 within the past three (3) months will be required to self-quarantine for up to 14 days from date of last contact with the individual who tested positive.
- Employees who came in close contact and **HAVE** tested positive for COVID-19 within the past three (3) months, have recovered and remain asymptomatic will not be required to self-quarantine.
 - If symptoms develop, employees will be required to begin self-quarantine.
- Send the FFCRA Request Form (*if the employee chooses to use FFCRA Leave and has available leave*).
 - Close contacts generally would qualify for leave under Reason #2 - *Employees Advised by Healthcare Provider to Self Quarantine* in the Village's COVID-19 Attendance Policy Memo dated August 28, 2020 ([*Non-Emergency Responders*](#) and [*Emergency Responders*](#)).
- Inform them to monitor for symptoms (*see Definitions section above for symptoms of COVID-19*) and contact Human Resources if:
 - They start experiencing symptoms of COVID-19 (*see Definitions section above for symptoms of COVID-19*).
 - They receive a positive test result for COVID-19 as this will activate the [*Report of Positive COVID-19 Test from Employee*](#) protocol.

Cleaning and Safety Procedures:

- All Departments should have procedures in place for regular sanitizing/disinfection of workspaces, including high touch surfaces, and are responsible for enforcing these policies.
- As an extra precaution, the workspace of the close contact, as well as any known high touch points of that person, should be wiped down.
 - For electronics (*phone, computer, mouse, keyboard, laptop, etc.*) - Use disinfecting wipes to wipe down. The Sani Professional - Cleaning Multi-Surface Wipes (*green package*) are well suited for this purpose.
 - For hard surfaces (*desks, cabinets, drawers, door knobs, etc.*) - Use disinfectant wipes or spray with paper towels to wipe down.
- All staff should be practicing the guidance from the CDC and state officials to help stop the spread of COVID-19 as follows:
 1. Clean your hands often - soap and water for 20 seconds is best, hand sanitizer with at least 60% alcohol is recommended when soap and water isn't feasible.
 2. Avoid close contact and practice social distancing (*at least 6 feet from other people*).
 3. Wear a face covering when indoors and unable to maintain a 6 foot distance.
 4. Cover coughs and sneezes.
 5. Clean and disinfect frequently touched surfaces daily.

Return to Work Guidelines:

- Employees who remain **asymptomatic** may return to work after self-quarantining for 14 days from the date of last contact with the individual who tested positive for COVID-19.
- Employees who become **symptomatic** may return to work when all of the following conditions have been met (*or based on doctor's orders*):
 - no fever for at least 24 hours (*one full day of no fever without the use of medicine that reduces fevers*)
 - AND
 - Other symptoms are improving (***NOTE: Loss of taste and smell may last for weeks or months after recovery and should not delay the end of self-quarantine.***)
 - AND
 - at least 10 days have passed since the symptoms first appeared.




ADMINISTRATION

31 West Quincy Street, Westmont, Illinois 60559

Tel: 630-981-6210 Fax: 630-560-4885
westmont.illinois.gov | administration@westmont.il.gov

TO: Department Heads

FROM: Stephen May, Village Manager 

DATE: August 28, 2020

SUBJECT: Report of Positive COVID-19 Test from Employee - **UPDATED**

This communication is to provide guidance for when an employee reports a positive COVID-19 test result and replaces the memo dated **July 24, 2020**; new or updated information is highlighted in yellow. If the employee suspects the contraction of COVID-19 was job related, please follow the worker's compensation reporting protocols from the [June 10, 2020 email communication](#).

Confidentiality:

The identity of individuals testing positive for COVID-19 as well as close contact(s) must be kept confidential in keeping with applicable laws and privacy requirements.

Definitions (based on CDC guidance):

- **Close contact** is someone who was within 6 feet of a person with COVID-19 for a total of 15 minutes, starting from 48 hours before onset of symptoms for symptomatic or date of test for asymptomatic until the time of isolation or self-quarantine, regardless of whether or not they were wearing a mask. *(NOTE: This does not apply to Emergency Responders who were wearing proper PPE at the time of exposure.)*
- **Self-quarantine** means staying home, monitoring for symptoms of COVID-19 and maintaining social distancing (at least 6 feet) from others at all times.
- **Symptoms of COVID-19** include fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting and diarrhea.

General Guidelines:

- Employees that are sick should remain at home and notify their supervisor/department head of illness/symptoms.
- If an employee exhibits COVID-19 symptoms (see **Definitions** section above for symptoms of COVID-19) while at work, they should be sent home.
- Please refer to the COVID-19 Attendance Policy Memo dated **08/28/2020** ([non-emergency responders](#) or [emergency responders](#)) related to leave options under the Families First Coronavirus Response Act.

Report of a Positive COVID-19 Test:

- If an employee reports a positive COVID-19 test result to a supervisor/department head, that supervisor/department head should report it immediately to Human Resources. *(NOTE: If the department head is not immediately available, the supervisor should contact HR and*

then ensure the department head is notified as soon as possible. After notification, HR will initiate protocol.)

- Human Resources will contact the positive COVID-19 employee to do the following:
 - Check on their general health and wellbeing.
 - Investigate with whom the employee came in "close contact" (*see Definitions section above for clarification on what close contact means*).
 - Share the COVID-19 Symptom Checklist with the employee to monitor their symptoms.
 - The COVID-19 Symptom Checklist will need to be completed and submitted daily to monitor improvement and gauge ability to return to work under this policy.
 - The COVID-19 Symptom Checklist can be completed by the employee directly; or if computer access is an issue, the employee can contact Human Resources who can assist with completing the form on their behalf.
- Human Resources will contact the employees reported as "close contacts" of their possible exposure to COVID-19 in the workplace, while maintaining confidentiality as required by the Americans with Disabilities Act (ADA) and other privacy requirements.
 - Employees who came in close contact and **HAVE NOT** tested positive for COVID-19 within the past three (3) months **will be required to self-quarantine** for up to 14 days. (**NOTE:** Please refer to the [*Protocol for EE in Close Contact with a Positive COVID-19 Case*](#) policy dated 08/24/2020 for self-quarantine requirements. Please refer to the COVID-19 Attendance Policy Memo dated 08/24/2020 (*non emergency responders* or *emergency responders*) related to leave options under the Families First Coronavirus Response Act.)
 - Employees who came in close contact and **HAVE** tested positive for COVID-19 within the past three (3) months, have recovered and remain asymptomatic **will not be required to self-quarantine**.
 - If symptoms develop, employees will be required to begin self-quarantine.
- Human Resources will compose a general communication to other employees informing them of the positive COVID-19 case. The communication will reinforce the guidance that has previously been communicated during the COVID-19 pandemic, including that employees should self-monitor for symptoms, such as fever, cough or shortness of breath. If they develop symptoms, they should not come to work and notify their supervisor/department head immediately.

Cleaning Procedures:

- Human Resources will work with the supervisor/department head to cordon off the workspace of the positive COVID-19 employee and other affected areas and relocate staff, if necessary.
- Human Resources will work with the appropriate department head and the Fire Department to schedule the disinfecting process (*i.e. - fogging*) as soon as is practicable, ideally that same day.
 - The Fire Department will advise HR and the department head about the specifics of vacating the area and/or building prior to fogging.
 - HR and the department head will coordinate with staff regarding procedures to vacate and when it will be safe to return.
- When employees return to their work stations after the disinfecting process (*i.e. - fogging*), they should put on gloves and a face covering (*i.e. - cloth mask, surgical mask, etc.*) and wipe down their areas. This is in case the fogging leaves behind a film on the surface.
 - For electronics (*phone, computer, mouse, keyboard, laptop, etc.*) - Use disinfecting wipes to wipe down. The Sani Professional - Cleaning Multi-Surface Wipes (*green package*) are well suited for this purpose.

- For hard surfaces (*desks, cabinets, drawers, door knobs, etc.*) - Use disinfectant wipes or spray with paper towels to wipe down.

Return to Work Guidelines:

- **Employees WITH symptoms (Symptomatic) can return to work when all of the following conditions are met (or based on doctor's orders):**
 - Have had no fever for at least 24 hours (*that is one full day of no fever without the use of medicine that reduces fevers*)
 - AND**
 - Other symptoms are improving (**NOTE: Loss of taste and smell may last for weeks or months after recovery and should not delay the end of self-quarantine.**)
 - AND**
 - At least 10 days have passed since symptoms first appeared.
- **Employees with NO symptoms (Asymptomatic) can return to work when one of the following conditions are met (or based on doctor's orders) :**
 - At least 10 days have passed since the date the first positive specimen was collected.

NOTE: Employees with any symptoms since the test will be considered symptomatic and will follow the guidelines for Employees WITH symptoms (Symptomatic) for return to work.